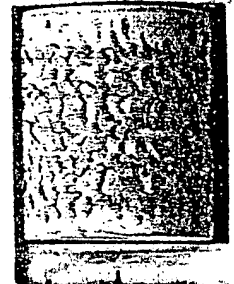


| TO: (Name, office symbol, room number, building, Agency/Post) | Initials | Date |
|---|-----------|-------------|
| 1. EO/DDA | <i>JM</i> | 10 MAY 1983 |
| 2. | | |
| 3. D/OIS | | |
| 4. | | |
| 5. | | |

DD/A Registry
83-0235/4



| Action | File | Note and Return |
|--------------|----------------------|------------------|
| Approval | For Clearance | Per Conversation |
| As Requested | For Correction | Prepare Reply |
| Circulate | For Your Information | See Me |
| Comment | Investigate | Signature |
| Coordination | Justify | |

REMARKS

1-3 Action pls
Joh
Catherine pls fwd cc to
D/OIS + OGC
Joh

DD/A REGISTRY
FILE: 70-4

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

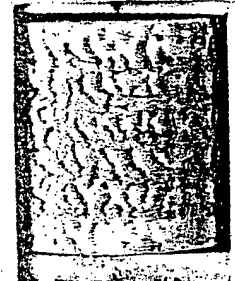
| | |
|--|----------------|
| FROM: (Name, org. symbol, Agency/Post) | Room No.—Bldg. |
| | Phone No. |

5041-102

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.206

GPO : 1981 O - 361-529 (148)

Cy to Seccom 16 May 83
BA



Gen'l
Services
AdministrationInformation Security
Oversight
Office

Washington, DC 20405

*Rec'd from Special
Security Ctr. SE-11
HX3*

May 11, 1983

Mr. Harry E. Fitzwater
Deputy Director for Administration
Central Intelligence Agency
Washington, DC 20505

DD/A Registry
83-0235/4

Dear Mr. Fitzwater:

On April 4, 1983, the Information Security Oversight Office (ISOO) held a working group meeting to discuss draft nondisclosure agreement forms that ISOO had previously transmitted to you. As a result of that meeting and subsequent discussions with persons instrumental in drafting National Security Decision Directive 84, ISOO has revised the draft agreements, which are enclosed. I also enclose a list of changes to the prior drafts.

On May 19, 1983, I will chair another working group meeting in order that we may discuss the revised drafts and the reasons for change. The final drafts will then be submitted to the Department of Justice for an enforceability review. Please have both a program and legal representative attend the meeting in Room 6046 of the GSA Building, located at Nineteenth and F Streets, NW, at 10:00 a.m. Please call me at 535-7251 if you have any questions.

Sincerely,

STEVEN GARFINKEL
Director

Enclosures

DRAFT**MAY 10 1983**

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between _____ and the United States
(Name - Printed or Typed)

1 1. Intending to be legally bound, I hereby accept the obligations
2 contained in this Agreement in consideration of my being granted
3 access to information protected within Special Access Programs,
4 hereinafter referred to in this Agreement as Sensitive Compartmented
5 Information (SCI). I have been advised that SCI involves or derives
6 from intelligence sources or methods and is classified or classifiable
7 under the standards of Executive Order 12356 or other Executive
8 order or statute. I understand and accept that by being granted
9 access to SCI, special confidence and trust shall be placed in me by
10 the United States Government.

1 2. I hereby acknowledge that I have received a security indoctrination
2 concerning the nature and protection of SCI, including the procedures
3 to be followed in ascertaining whether other persons to whom I
4 contemplate disclosing this information have been approved for
5 access to it, and I understand these procedures. I understand that
6 I may be required to sign subsequent agreements upon being granted
7 access to different categories of SCI. I further understand that
8 all my obligations under this Agreement continue to exist whether or
9 not I am required to sign such subsequent agreements.

1 3. I have been advised that direct or indirect unauthorized disclosure,
2 unauthorized retention, or negligent handling of SCI by me could
3 cause irreparable injury to the United States or be used to advantage
4 by a foreign nation. I hereby agree that I will never divulge such
5 information to anyone who is not authorized to receive it without
6 prior written authorization from the United States Government
7 Department or Agency (hereinafter Department or Agency) that last
8 employed me and authorized my access to national security information.
9 I further understand that I am obligated by law and regulation not
10 to disclose any national security information in an unauthorized fashion.

1 4. In consideration of being granted access to SCI and of being
2 assigned or retained in a position of special confidence and trust
3 requiring access to SCI and other national security information,
4 I hereby agree to submit for security review by the Department or
5 Agency that last employed me and authorized my access to national
6 security information all materials, including works of fiction,
7 which contain or purport to contain any SCI or intelligence data
8 or information concerning intelligence activities, sources or
9 methods, or that I have reason to believe are derived from SCI
10 that I contemplate disclosing to any person not authorized to have
11 access to such information, or that I have prepared for public
12 disclosure. I understand and agree that my obligation to submit
13 such information and materials for review applies during the course

DRAFT

MAY 10 1983

14 of my access to SCI and at all times thereafter, and I agree to make
15 any required submissions prior to discussing the information or
16 materials with, or showing them to, anyone who is not authorized to
17 have access to such information.

1 5. I understand that the purpose of the review described in paragraph 4
2 is to give the United States a reasonable opportunity to determine
3 whether the information or materials submitted pursuant to paragraph 4
4 set forth any SCI or other national security information. I further
5 understand that the Department or Agency to which I have submitted
6 materials will act upon them, coordinating with the Intelligence
7 Community or other agencies when appropriate, and respond to me within
8 30 working days from date of receipt.

1 6. I have been advised that any breach of this Agreement may result
2 in the termination of my access to SCI and retention in a position
3 of special confidence and trust requiring such access, as well as
4 the termination of my employment or other relationships with the Department
5 or Agency that authorized my access to national security information.
6 In addition, I have been advised that any unauthorized disclosure of
7 SCI or other national security information by me may constitute
8 violations of United States criminal laws, including the provisions
9 of Sections 793, 794, 798, and 952, Title 18, United States Code,
10 and of Section 783(b), Title 50, United States Code and the provisions
11 of the Intelligence Identities Protection Act of 1982. Nothing in
12 this Agreement constitutes a waiver by the United States of the
13 right to prosecute me for any statutory violation.

1 7. I understand that the United States Government may seek any
2 remedy available to it to enforce this Agreement including, but not
3 limited to, application for a court order prohibiting disclosure of
4 information in breach of this Agreement. I have been advised that the
5 action can be brought against me in any of the several appropriate
6 United States District Courts where the United States Government may
7 elect to file the action. Court costs and reasonable attorneys fees
8 incurred by the United States Government may be assessed against me
9 if I lose such action.

1 8. I understand that all information to which I may obtain access
2 by signing this Agreement is now and will forever remain the property of
3 the United States Government. I do not now, nor will I ever, possess
4 any right, interest, title, or claim whatsoever to such information.
5 I agree that I shall return all materials which may have come into my
6 possession or for which I am responsible because of such access, upon
7 demand by an authorized representative of the United States Government
8 or upon the conclusion of my employment or other relationship with the
9 United States Government entity providing me access to such materials.
10 If I do not return such materials upon request, I understand this may
11 be a violation of Section 793, Title 18, United States Code, a United
12 States criminal law.

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MAY 10 1983

1 9. Unless and until I am released in writing by an authorized
2 representative of the Department or Agency that last employed me
3 and authorized my access to national security information, I understand
4 that all conditions and obligations imposed upon me by this Agreement
5 apply during the time I am granted access to SCI and at all times
6 thereafter.

1 10. I understand that all conditions and obligations imposed under
2 this Agreement also apply to any contractor, consultant, grantee,
3 licensee, historical researcher or former presidential appointee who
4 is authorized access to SCI.

1 11. Each provision of this Agreement is severable. If a court should
2 find any provision of this Agreement to be unenforceable, all other
3 provisions of this Agreement shall remain in full force and effect.
4 This Agreement concerns SCI or intelligence data, activities, sources
5 or methods and does not set forth such other conditions and obligations
6 not related to such information as may now or hereafter pertain to
7 my employment by, or assignment or relationship with the Department or
8 Agency that last authorized my access to national security information.

1 12. I have read this Agreement carefully and my questions, if any,
2 have been answered to my satisfaction. I acknowledge that the
3 briefing officer has made available Sections 793, 794, 798, and 952
4 of Title 18, United States Code, and Section 783(b) of Title 50,
5 United States Code, and the Intelligence Identities Protection Act
6 of 1982, and Executive Order 12356 so that I may read them at this
7 time, if I so choose.

1 13. I hereby assign to the United States Government all rights,
2 title and interest, and all royalties, remunerations, and emoluments
3 that have resulted, will result, or may result from any disclosure,
4 publication, or revelation not consistent with the terms of this
5 Agreement.

1 14. I make this Agreement without any mental reservation or purpose
2 of evasion.

SIGNATURE

DATE

SOCIAL SECURITY NUMBER
(SEE NOTICE BELOW)

ORGANIZATION

DRAFT**MAY 10 1983**

- 1 The execution of this Agreement was witnessed by the undersigned
- 2 who accepted it on behalf of the United States Government as a
- 3 prior condition of access to Sensitive Compartmented Information.

WITNESS and ACCEPTANCE:

SIGNATURE

DATE

ORGANIZATION

- 1 NOTICE: The Privacy Act 5 U.S.C. 552a requires that federal
- 2 agencies inform individuals at the time information is solicited
- 3 from them, whether the disclosure is mandatory or voluntary, by
- 4 be made of the information. You are hereby advised that authority
- 5 for soliciting your Social Security Account Number (SSN) is Executive
- 6 Order 9397. Your SSN will be used to identify you precisely when
- 7 it is necessary to 1) certify that you have access to the information
- 8 indicated above or 2) determine that your access to the information
- 9 indicated has terminated. Although disclosure of your SSN is not
- 10 mandatory, your failure to do so may impede the processing of such
- 11 certifications or determinations.

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

| ITEM NO. | PARAGRAPH | LINE OF 4/4/83 DRAFT | LINE OF CURRENT DRAFT | CHANGE MADE |
|----------|-----------|----------------------|-----------------------|--|
| 1 | 3 | 7 | 8 | Added "employed me and" between the words "last" and "authorized" |
| 2 | 3 | 8 | 8 | Changed "SCI" to read "national security information" |
| 3 | 3 | 9 | 10 | Substituted "national security" for "classified" |
| 4 | 4 | 3 | 3 | Added "and other national security information" after "SCI" |
| 5 | 4 | 4 | 4 | Same as Item 1 above. |
| 6 | 4 | 4 | 5 | Changed "such" to read "national security" |
| 7 | 4 | 5 | 5 | Delete "information or" after "all" |
| 8 | 4 | 6 | 7 | Added "or intelligence data or information concerning intelligence activities, sources or methods" after "SCI" |
| 9 | 4 | 9 | 10 | Replaced "SCI" with "such information" |
| 10 | 4 | 11 | 13 | Added "at all times" after "and" |
| 11 | 4 | 14 | 16/17 | Same as Item 9 above. |
| 12 | 4 | 14/18 | — | Deleted. |
| 13 | 5 | 4 | 4 | Added "or other national security information" after "SCI" |

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

| ITEM NO. | PARAGRAPH | LINE OF 4/4/83 DRAFT | LINE OF CURRENT DRAFT | CHANGE MADE |
|----------|----------------------|----------------------|-----------------------|---|
| 14 | 5 | 6 | 7 | Added "or other agencies" after "community" |
| 15 | 5 | 6/8 | 7/8 | Revised the phrase beginning with "make" and ending with "receipt" to read "respond to me within 30 working days from date of receipt." |
| 16 | 6 | 4 | 4 | Changed "any" to read "the" |
| 17 | 6 | 5 | 5 | Changed "provides me with" to read "authorized my" |
| 18 | 6 | 5 | 5 | Changed "SCI" to read "national security information" |
| 19 | 6 | 6 | 7 | Same as Item 13 above. |
| 20 | 9 | 2 | 2/3 | Changed "provided me with" to read "employed me and authorized my" |
| 21 | 9 | 3 | 3 | Same as Item 2 above. |
| 22 | - | - | - | Added a new paragraph; renumbered paragraphs 10-14 of 4/4/83 draft. |
| 23 | 11 (formerly #10) | 4 | 4 | Added "or intelligence data, activities, sources or methods" after "SCI" |
| 24 | 11 (formerly #10) | 5 | 6 | Changed "SCI" to read "such information." |
| 25 | 11 (formerly #10) | 7 | 8 | Added "that last authorized my access to national security information" after "agency" |

Approved For Release 2008/09/02 : CIA-RDP85B01152R000801050032-1

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MAY 10 1983

NATIONAL SECURITY INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between _____ and the United States
(Name-Printed or Typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information and material which is classified or classifiable under the standards of Executive Order 12356 or other Executive Order or statute, and which is hereinafter referred to in this Agreement as national security information. I understand and accept that by being granted access to national security information, special confidence and trust shall be placed in me by the United States Government.

2.- I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of national security information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and I understand these procedures.

3. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention, or negligent handling of national security information by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge such information to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to national security information. I further understand that I am obligated by law and regulation not to disclose any national security information in an unauthorized fashion.

4. I have been advised that any breach of this Agreement may result in the termination of my access to national security information and retention in a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with the Department or Agency that last authorized my access to national security information. In addition, I have been advised that any unauthorized disclosure of national security information by me may constitute violations of United States criminal laws, including the provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and Section 783(b), Title 50, United States Code and the provisions of the Intelligence Identities Protection Act of 1982. Nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

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MAY 10 1983

1 5. I understand that the United States Government may seek any
2 remedy available to it to enforce this Agreement including, but not
3 limited to, application for a court order prohibiting disclosure of
4 information in breach of this Agreement. I have been advised that
5 the action can be brought against me in any of the several appropriate
6 United States District Courts where the United States Government may
7 elect to file the action. Court costs and reasonable attorneys fees
8 incurred by the United States Government may be assessed against me
9 if I lose such action.

1 6. I understand that all information to which I may obtain access
2 by signing this Agreement is now and will forever remain the property
3 of the United States Government. I do not now, nor will I ever,
4 possess any right, interest, title, or claim whatsoever to such
5 information. I agree that I shall return all materials, which may
6 have come into my possession or for which I am responsible because
7 of such access, upon demand by an authorized representative of the
8 United States Government or upon the conclusion of my employment or
9 other relationship with the United States Government entity providing
10 me access to such materials. If I do not return such materials upon
11 request, I understand this may be a violation of Section 793, Title
12 18, United States Code, a United States criminal law.

1 7. Unless and until I am released in writing by an authorized
2 representative of the Department or Agency that last authorized
3 my access to national security information, I understand that all
4 the conditions and obligations imposed upon me by this Agreement
5 apply during the time I am granted access to national security
6 information, and at all times thereafter.

1 8. I understand that all conditions and obligations imposed under
2 this Agreement also apply to any contractor, consultant, grantee,
3 licensee, historical researcher or former presidential appointee who
4 is authorized access to national security information.

1 9. Each provision of this Agreement is severable. If a court
2 should find any provision of this Agreement to be unenforceable, all
3 other provisions of this Agreement shall remain in full force and
4 effect. This Agreement concerns national security information and
5 does not set forth such other conditions and obligations not related
6 to national security information as may now or hereafter pertain to
7 my employment by or assignment or relationship with the Department
8 or Agency that last authorized my access to national security information.

1 10. I have read this Agreement carefully and my questions, if
2 any, have been answered to my satisfaction. I acknowledge that
3 the briefing officer has made available Sections 793, 794, 798, and
4 952 of Title 18, United States Code, and Section 783(b) of Title 50,
5 United States Code, and the Intelligence Identities Protection Act
6 of 1982, and Executive Order 12356, so that I may read them at this
7 time, if I so choose.

MAY 10 1983

1 11. I hereby assign to the United States Government all rights,
2 title and interest, and all royalties, remunerations, and emoluments
3 that have resulted, will result or may result from any disclosure,
4 publication, or revelation not consistent with the terms of this
5 Agreement.

1 12. I make this Agreement without any mental reservation or purpose
2 of evasion.

SIGNATURE

DATE

SOCIAL SECURITY NUMBER
(SEE NOTICE BELOW)

ORGANIZATION

1 The execution of this Agreement was witnessed by the undersigned who
2 accepted it on behalf of the United States Government as a prior
3 condition of access to national security information.

WITNESS and ACCEPTANCE:

SIGNATURE

DATE

ORGANIZATION

1 NOTICE: The Privacy Act 5 U.S.C. 552a requires that federal
2 agencies inform individuals, at the time information is solicited
3 from them, whether the disclosure is mandatory or voluntary, by what
4 authority such information is solicited, and what uses will be made
5 of the information. You are hereby advised that authority for
6 soliciting your Social Security Account Number (SSN) is Executive
7 Order 9397. Your SSN will be used to identify you precisely when it
8 is necessary to 1) certify that you have access to the information
9 indicated above or 2) determine that your access to the information
10 indicated has terminated. Although disclosure of your SSN is not
11 mandatory, your failure to do so may impede the processing of such
12 certifications or determinations.

NATIONAL SECURITY INFORMATION NONDISCLOSURE AGREEMENT

| ITEM NO. | PARAGRAPH | LINE OF 4/4/83 DRAFT | LINE OF CURRENT DRAFT | CHANGE MADE |
|----------|-----------------|----------------------|-----------------------|---|
| 1 | TITLE | - | - | Changed "classified" to read "national security" |
| 2 | 3 | 10 | 10 | Same as Item 1 above. |
| 3 | 4 | 1-8 | N/A | Deleted. Renumbered remaining paragraphs (5-8). |
| 4 | 4 (formerly #5) | 5 | 5 | Changed "any" to read "the." |
| 5 | 4 (formerly #5) | 5 | 5 | Changed "provides me with" to read "that last authorized my" |
| 6 | 4 (formerly #5) | 11 | 12 | Changed "1983" to read "1982" |
| 7 | 7 (formerly #8) | 2 | 2 | Changed "provided me with" to read "authorized my" |
| 8 | 8 | - | - | Added a new paragraph. Numbering system reverts to that of the 4/4 draft. |
| 9 | 9 | 8 | 8 | Added "that last authorized my access to national security information" after "agency." |
| 10 | NOTICE | last two sentences | last two sentences | Revised to conform with the language of the last two sentences of the SCI Agreement NOTICE. |

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MAY 10 1983

PREPUBLICATION REVIEW AGREEMENT

An Agreement Between _____ and the United States
 (Name - Printed or Typed)

1 1. In consideration of being granted access to national security
 2 information and of being assigned or retained in a position of
 3 special confidence and trust requiring access to national security
 4 information, I hereby agree to submit for security review by the
 5 Department or Agency that last authorized my access to such information,
 6 all information or materials, including works of fiction, which
 7 contain or purport to contain any national security information or
 8 description of activities that produce or relate to national security
 9 information or that I have reason to believe are derived from
 10 national security information, that I contemplate disclosing to any
 11 person not authorized to have access to national security information
 12 or that I have prepared for public disclosure. I understand and
 13 agree that my obligation to submit such information and materials
 14 for review applies during the course of my access to national
 15 security information and at all times thereafter, and I agree to
 16 make any required submissions prior to discussing the information or
 17 materials with, or showing them to, anyone who is not authorized to
 18 have access to national security information. I further agree that
 19 I will not disclose such information or materials to any person not
 20 authorized to have access to national security information until I
 21 have received written authorization from the Department or Agency that
 22 last authorized my access to national security information that such
 23 disclosure is permitted.

1 2. I understand that the purpose of the review described in paragraph 1
 2 is to give the United States a reasonable opportunity to determine
 3 whether the information or materials submitted pursuant to paragraph 1
 4 set forth any national security information. I further understand
 5 that the Department or Agency to which I have submitted materials
 6 will act upon them, coordinating with other Departments or Agencies
 7 as appropriate, and respond to me within 30 working days from date
 8 of receipt.

1 3. I make this Agreement without any mental reservation or purpose
 2 of evasion.

SIGNATURE_____
DATE_____
SOCIAL SECURITY NUMBER
(SEE NOTICE BELOW)_____
ORGANIZATION

DRAFT

MAY 10 1983

- 1 The execution of this Agreement was witnessed by the undersigned who
- 2 accepted it on behalf of the United States Government as a prior
- 3 condition of access to national security information.

WITNESS and ACCEPTANCE:

SIGNATURE

DATE

ORGANIZATION

- 1 NOTICE: The Privacy Act 5 U.S.C. 552a requires that Federal agencies
- 2 inform individuals, at the time information is solicited from them,
- 3 whether the disclosure is mandatory or voluntary, by what authority
- 4 such information is solicited, and what uses will be made of the
- 5 information. Your SSN will be used to identify you precisely when it
- 6 is necessary to 1) certify that you have access to the information
- 7 indicated above or 2) determine that your access to the information
- 8 indicated has terminated. Although disclosure of your SSN is not
- 9 mandatory, your failure to do so may impede the processing of such
- 10 certifications or determinations.

PREPUBLICATION REVIEW AGREEMENT

| ITEM NO. | PARAGRAPH | LINE OF 4/4/83 DRAFT | LINE OF CURRENT DRAFT | CHANGE MADE |
|----------|-----------|----------------------|-----------------------|---|
| 1 | 1 | 14 | 15 | Inserted "at all times" between "and" and "thereafter" |
| 2 | 2 | 7/8 | 7/8 | Revised the phrase beginning with "make" and ending with "receipt" to read "respond to me within 30 working days from date of receipt." |
| 3 | NOTICE | last two sentences | last two sentences | Revised to conform with the language of the last two sentences of the SCI Agreement NOTICE. |